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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : **Chapter 11**
: :
GENERAL MOTORS CORP., et al., : : **Case No. 09-50026 (REG)**
: :
Debtors. : : **(Jointly Administered)**
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**NOTICE OF WITHDRAWAL OF LIMITED OBJECTION OF LBA REALTY
FUND III – COMPANY IX, LLC TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME
AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF
PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL
PROPERTY AND (II) CURE AMOUNTS RELATED THERETO**

LBA Realty Fund III – Company IX, LLC ("Landlord"), by its undersigned counsel, hereby files this Notice of Withdrawal of the *Limited Objection of LBA Realty Fund-Company IX, LLC to Notice of (I) Debtor's Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto* (hereinafter "Limited Objection"), filed June 15, 2009 [Docket No. 1432], and respectfully states as follows:

1. Since the filing of the Limited Objection, Landlord, Debtors and General Motors Company (the "Purchaser") have negotiated in good faith in an effort to resolve the matters set forth in the Limited Objection.

2. On or about July 2, 2009, Landlord and debtor-in-possession General Motors Corporation, now known as Motors Liquidation Company, entered into a First Amendment To Lease (the "Amendment") with respect to the leased premises located at 301 Freedom Drive, Roanoke, Texas, amending the parties' March 7, 2008 Lease in several respects, including resolution of some of the issues raised by the Limited Objection.

3. The Lease, as amended by the Amendment, was assumed and assigned to Purchaser pursuant to the *Order (I) Authorizing Sale of Assets Pursuant to Amended and Restated Master Sale and Purchase Agreement; (II) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (III) Granting Related Relief* [Docket No. 2968], entered July 5, 2009, and the Omnibus Assignment and Assumption of Real Property Leases and Guaranties, dated as of July 10, 2009.

4. Landlord and Purchaser have entered into that certain letter agreement, dated August 28, 2009 (the "Letter Agreement"), providing for resolution of the remaining cure issues raised by the Limited Objection.

5. Based on the representations and agreements set forth in and the terms of the Amendment and Letter Agreement, Landlord withdraws its Limited Objection because all of the issues raised therein have been consensually resolved.

Dated: September 1, 2009

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